

City of Chetek Common Council Meeting Agenda

Tuesday, July 9, 2019 - 6:00 p.m. – Council room, 220 Stout Street, Chetek, WI

AGENDA:

Call to order

Roll call – Scott Bachowski ____, Earl Grover ____, Terry Hight ____, Mark Edwards ____, Mayor Martin ____

Prayer

Pledge of Allegiance

Approve agenda

PUBLIC COMMENT citizens may direct questions/comments to the council for items that are not on the agenda. The council may have limited discussion, however; no action will be taken under public comments.

MAYOR COMMENTS

CONSENT AGENDA:

1. council minutes from June and City claims from June
2. Department/Board reports as submitted: Police department - June report; Plan Commission-June; Library-April
3. Resignations from boards/committees:
4. Appointments to Boards & commissions:
5. General licenses/permits:

OLD BUSINESS

1. Status of Chetek Survey
2. Update on sidewalks

NEW BUSINESS

1. County strategic planning - Jeff French, county administrator
2. Review 2018 audit report - Eric Davidson, Bauman Associates
3. Resolution 2019-13, move fund balance to capital outlay accounts
4. Purchase of a 40-yard roll off for miscellaneous garbage
5. Furnace replacement at the community center
6. Listing south industrial park property
7. Resolution 2019-14, discontinuing public way and/or unpaved alley
8. Schedule 2020 negotiations with WPPA and Teamsters
9. TID creation proposal
10. Resolution 2019-15, appropriating donations for park

11. Adjourn

NOTE: Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact the municipal clerk at (715) 924-4838 by 10:00 a.m. the Friday prior to the meeting, so that any necessary arrangements can be made to accommodate each request.

Minutes of the Common Council Meeting of the City of Chetek held on Tuesday, June 11, 2019, at 6:00 p.m. in the Council Chamber, 220 Stout Street, Chetek, WI

Meeting was called to order at 6:00 p.m. by Mayor Jeff Martin

Present: Mayor, Jeff Martin, Scott Bachowski, Denise Moran, Terry Hight, Mark Edwards

Mayor Martin requested to move agenda items #10 (resolution reviewing 2019 maintenance compliance) and #11 (approve surveying & platting of development) directly after #2. Bachowski motioned to approve the agenda with the suggested changes. 2nd by Edwards. carried.

Consent agenda - Bachowski mentioned the revised council minutes from the May meeting that reflect he abstained from voting on the hiring of the cemetery sexton. Accepted and placed on file: May police report, April Plan Commission minutes, April Property Committee minutes; Temporary Class "B" licenses: Vintage Voyagers - July 6, Chamber of Commerce at The Mill - July 5th, Worldwide Pupils with Passports - July 3rd. Motion by Hight to approve consent agenda items - 2nd by Edwards. carried.

Old business -

Chetek Survey - Jennifer Blatz advised council that the survey is up and running and is accessed on the chamber website.

Rental management - Clerk/Treasurer Newman presented the council with two proposals for the management of city residential properties. H&H Rentals out of Rice Lake and Six Lakes Realty in Chetek. Hight motioned to approve a management agreement with Six Lakes Realty - 2nd by Edwards. carried.

New Business -

Resignation from council - Denise Moran is moving out of state and submitted her resignation from the council effective immediately. Bachowski motioned to accept her resignation. 2nd by Edwards - carried

Appointment to council - Mayor Martin requests the appointment of Earl Grover to Ward 2 to replace Denise Moran for the remainder of the term ending April 2020. Motion to approve the appointment by Moran, 2nd by Bachowski. Carried.

2018 Maintenance compliance report - Rod Rhodes explained the 2018 compliance report for the wastewater treatment plant. The sewer relining done in 2017 made a significant improvement to the average flow at the plant. In 2016 and 2017 the average flow of water coming into the plant was 412,000 per day. The period of May through September 2018 showed an average flow of 167,000. Grades below A were reported in two sections - the effluent quality was graded a B due to the RBC needing repairs and was out of service from March 19, 2018, until April 12, 2018. Operator certification was graded a C due to the lack of full certification in total phosphorus. Rod advised that he is working on completing that certification. Moran motioned to adopt Resolution 2019-12 advising the council has reviewed the 2018 compliance report. 2nd by Bachowski. Carried.

Development - Sean Bohan from Advanced Engineering Concepts submitted a proposal for surveying and platting services for the property located at 1301 Knapp Street. The proposal includes a breakdown for the scope of services through construction management; however; they can choose limited services. Motion by Bachowski, 2nd by Edwards to approve scope 1 and scope 2 to include site survey and preliminary platting services in the amount of \$12,500. Carried.

Renewal of Licenses - Edwards motioned to approve the renewal of the 2019-2020 liquor and fermented malt beverage licenses as follows:

"Class B" Intoxicating Liquor & Class "B" Fermented malt beverage licenses:

- (1) DJT, Inc (Red's); (2) Mary's Inc; (3) Knudson's B&B; (4) Jeromy Siems (Phill's Bar & Grill);
- (5) Joelle Comero(Sassy's)

Class "A" fermented malt beverage: Osbow, LLC (Chetek Express)

"Class A" Intoxicating Liquor & Class "A" Fermented Malt beverage:

- (1) Corwin Beuthling (Keg n Kork); (2) Gordy's Chetek Foods - KJ's of WI, Inc; (3) Kwik Trip

Class "B" fermented malt beverage:

- (1) Chetek VFW, (2) American Legion; (3) Fostvedt, LLC (Fostbites)

A renewal was submitted by Gordy's and the proposed new owner KJ's Fresh Market for the 719 2nd Street location in the event the sale doesn't occur until after July 1st. If a sale occurs before the end of June the new

license which was approved for KJ's Fresh Market at the May meeting will be issued and the renewal license will be issued to KJ's Fresh Market. If the sale does not occur before the end of June the renewal license will be issued to Gordy's. Motion to approve by Edwards, 2nd by Hight. Carried.

Emergency Operations Plan - the plan is revised annually to include newly appointed council members and address any changes in the plan. Motion by Hight, 2nd by Bachowski to approve the 2019 plan. Carried.

Resolution 2019-11 - authorizing the issuance and sale of up to \$320,806 water system bonds for the water system improvements including the replacement of undersized water mains on Pine and Banks Street and water crossing at Hwy SS. Total project cost is approximately \$583,284 with principal forgiveness through a DNR grant in the amount of \$262,478. Motion to approve by Bachowski, 2nd by Moran. Carried.

Financial Assistance Agreement - The City applied for and was awarded a grant through the State of Wisconsin Department of Natural Resources and the State of Wisconsin Department of Administration. Motion by Moran, 2nd by Edwards to approve the financial assistance agreement in the amount of \$583,284 with principal forgiveness in the amount of \$262,478. Carried.

Wage for compost site attendant - motion by Moran, 2nd by Hight to increase the wage for the attendant, Jack Vork to \$10.00 per hour effective immediately. Carried.

Union letter of agreement for police - Lieutenant Jessica Larson presented a letter of agreement to include the part-time officers in the WPPA union. Motion by Hight, 2nd by Moran to accept the letter of agreement to be effective immediately. Carried.

Sewer usage credit request - Chetek Housing Authority presented a request for a credit on their utility bill. An adjustment in the amount of \$424.08 was made in February for a previous pipe break in which there was an apparent water loss during the months of June through December 2018. The repair had been made in December. A subsequent leak was found and repaired in April. The water usage for the month of April 2019 was 270,000 where their average is around 50,000. Council expressed concern that there may be additional repairs needed. Dan Knapp suggested they contract with a leak detection company. They could contract with the same company the city uses annually. Motion by Edwards, 2nd by Bachowski to approve a credit on the sewer bill in the amount of \$500 and to advise the Chetek Housing Authority that they will need to take measures to prevent additional lateral breaks. Carried.

Request for placement of memorial bench - family members of the late Kathy Fagan have requested to place a memorial bench at the Stout Street lake access. Concerns involving the removal of the dock and the fact that snowmobiles use that access were discussed. Council members feel this may not be a good location as there is a lack of adequate space for the bench. Toby Kutrieb and Janene Haselhuhn, members of the Hydroflites, suggested that the bench be placed on the south end of the Hydroflites site where they will have a grassy area and another memorial bench erected. This will be suggested to the family of Kathy Fagan.

Paving of boat landing parking lot - Hight stated that he feels the city should cover the entire cost of paving the parking lot due to the fact that it is not solely used by the Hydroflites and the parking lot has been in disrepair for quite some time. He feels that the Hydroflites have made some significant improvements to the site encouraging more visitors and uses for the site. Dan Knapp advised he has enough money in the street construction account to cover the entire cost of the pavement. Ken Jaeger and Clayton Timm have agreed to contribute their time to grade and pitch the parking lot. Hight made the motion to approve the paving of the parking lot using the city's street construction funds and accept the offer from Jaeger and Timm under the supervision of Dan Knapp. 2nd by Edwards. Carried.

Motion to adjourn by Edwards, 2nd by Bachowski. Carried.

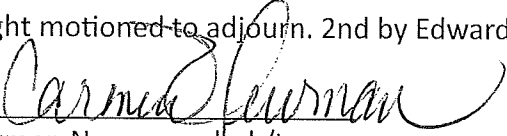
Carmen Newman, clerk/treasurer

Minutes of the Special Meeting of the Common Council of the City of Chetek held on Tuesday, June 25, 2019 at 5:00 p.m. in the Council Chamber, 220 Stout Street, Chetek, WI

Meeting was called to order at 5:00 p.m. by Scott Bachowski, council president
Present: Scott Bachowski, Mark Edwards, Earl Grover, Terry Hight
Excused: Mayor Jeff Martin

Grover motioned to approve the special class "b" fermented malt beverage licenses for the Hydroflites for the July 6th night show and the August 10th & 11th event. 2nd by Hight. Carried.

Hight motioned to adjourn. 2nd by Edwards. Carried.


Carmen Newman, clerk/treasurer

Calhoun Memorial Library Board Meeting Minutes
April 2, 2019

Minutes of the Calhoun Memorial Library Board of Director's Meeting: April 2, 2019

The regular monthly meeting was called to order at 9 a.m. on April 2, 2019, by President Jean Wacker, at Calhoun Memorial Library.

Members present: Jean Wacker, Rachel Westberg, Kathy Hayes, Louise Brown, Jeff Martin and Nancy Nix. Also present was library director Carol Burnham. Missing was Evie Nelson.

The agenda was approved by motion of Nancy Nix, seconded by Rachel Westberg. Motion carried.

There were no public comments, but Carol read some kind emails recently been sent to the library.

Minutes of the March 5 meeting were presented to Board members in printed form. Motion by Nancy Nix, seconded by Kathy Hayes to accept the minutes of the March 5 meeting as presented. Motion carried.

Treasurer Kathy Hayes presented the March expenditures, year to date budget, Act 150 and checking account report. Motion by Jeff Martin, seconded by Louise Brown, to approve March expenditures. Motion carried.

Library Director Carol Burnham presented petty cash, statistics, activities and Friends of the Library liaison reports in her director's reports. She reported on the fun of Tropical Week with the theme "It's Always 70 and Sunny at the Library!" The Friends of the Library will also be holding activities during National Library week April 7-13.

Rachel Westberg, school representative, reported on Chetek-Weyerhaeuser school activities.

Jeff Martin updated the library board on city happenings and news as part of the city council representative report. Martin noted that the city property committee toured the library recently to discuss the needs of the building and how the city can address those needs.

Board members discussed a policy for closed days in light of the recent weather-related closures. The proposed policy stated: The Calhoun Memorial Library may close under any of the following weather conditions: 1) The wind chill is -35 degrees or below; 2) The actual temperature is -30 degrees or below; 3) When a winter weather storm warning is in effect. The library director will confirm closing with the board president or vice-president. Notice of the closing will be given to City Hall and posted on social media. If a closure occurs, staff who were scheduled to work an entire shift of regular library hours will be paid for that day's hours up to two days per year. If the library closes during the working day, staff will receive pay for the balance of that work day. Additional days, if necessary for weather-related closures, may be paid upon board action. A motion to approve the policy was made by Jeff Martin, seconded by Nancy Nix.

Thoughts on a long-range plan for the library were discussed by board members, with much of the focus centering on continuing to find ways to promote the library and its events to enhance community awareness of the library's variety of offerings. As part of the board's focus on long-range planning, board members also asked director Burnham to request, in writing, that the City of Chetek's property committee provide to the board a report on the tour that occurred of the library—including an overview of items discussed during the tour and any feedback that the committee may have after touring the building. The intent is to have this report prepared for board review/discussion at the May board meeting.

RESOLUTION 2019-13

WHEREAS, the City of Chetek had an undesignated fund balance in excess of 33% of the General Fund Expenditures at the end of 2018, and

WHEREAS, Section 65.90(5) of the Wisconsin Statutes allows the governing body of the municipality to change such appropriations stated in the budget;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Chetek that the City Clerk/Treasurer be directed to make the following transfers:

From Undesignated Fund Balance \$130,000 to:

100-57330	\$45,000
	\$85,000

This Resolution shall take effect on its passage as provided for by law.

CITY OF CHETEK

By: _____
Jeff Martin, mayor

Attest: _____
Carmen Newman, clerk/treas.

Date passed: July 9, 2019

Note: Budget amounts for 2018 are in the beginning balance column. The budget amounts for 2018 include rollforward from prior year.

				2018	2018	2018	2018	2018
				<u>Budgeted</u>	<u>expenditures</u>	<u>audit entry</u>	<u>audit entry</u>	<u>Ending balance</u>
			<u>Prior</u>	<u>Amounts</u>	<u>after audit entries</u>	<u>adjusts</u>	<u>adjusts</u>	
			<u>Year</u>					
100-57100-000-000	Future Cemetery Expense		13,450.00	45,034.61	0.00			45,034.61
100-57125-000-000	City Hall Data Processing		1,123.62	5,123.62	0.00			5,123.62
100-57126-000-000	Fixed Asset Reserve	x	13,551.40	23,456.99	2,649.44			20,807.55
100-57128-000-000	Building Fund		291,026.51	581,026.51	361,293.85	30,000.00		249,732.66
100-57129-000-000	Retirement Expense		156,721.36	176,721.36	23,035.71			153,685.65
100-57141-000-000	City Shop Computers		3,137.72	4,137.72	0.00			4,137.72
100-57207-000-000	Police Restitution		0.00	0	0			0.00
100-57208-000-000	Vest - Matching Funds		3,640.86	4,640.86	0			4,640.86
100-57209-000-000	Law Enforce-Bldg Maintenance		0.00	1800	1766.67			33.33
100-57210-000-000	Federal Asset Forfeiture		0.00	0	0			0.00
100-57211-000-000	Law Enforce-Computer	x	10,645.65	13,529.68	7084.76			6,444.92
100-57212-000-000	Law Enforce-Car		16,000.00	30,869.00	29528.5			1,340.50
100-57213-000-000	Law Enforce-Equipment		4,297.45	11,662.21	4,011.51			7,650.70
100-57215-000-000	Law Enforce-Radios		6,233.99	7,233.99	2510			4,723.99
100-57216-000-000	Court Special Purchases		4,150.41	6,150.41	0			6,150.41
100-57217-000-000	Canine Unit		0.00	0	0			0.00
100-57219-000-000	police-shop with a cop	x	1,840.00	1,290.00	0			1,290.00
100-57311-000-000	Streets-Machinery	x	40,927.96	112,778.96	112,648.93			130.03
100-57312-000-000	Snow / Ice Control		9,535.08	27,535.08	0			27,535.08
100-57330-000-000	Street Construction		5,261.74	150,261.74	72,342.13	-10,527.30		67,392.31
100-57332-000-000	Storm Water Utility Planning		0.00	0	0			0.00
100-57333-000-000	GIS - Update		0.00	0	0			0.00
100-57334-000-000	Gravel Crushing		60,000.00	60,000.00	40527			19,473.00
100-57351-000-000	Airport Outlay		3,500.00	8,500.00	0			8,500.00
100-57400-000-000	Verizon Escrow Account		0.00	0	0			0.00
100-57421-000-000	Refuse Truck	x	67,518.14	88,648.64	66,488.24			22,160.40

100-57530-000-000	Assessment of Property	x	33,651.10	45,713.17	0	45,713.17
100-57600-000-000	Airport Courtesy Van		899.49	954.49	0	954.49
100-57610-000-000	Sign-Community Center		200.00	200	0	200.00
100-57611-000-000	Library Act 150/Act 520		104,015.34	187,970.07	82,741.36	105,228.71
100-57612-000-000	Docks & Boat Landing		1,000.00	7,000.00	0	7,000.00
100-57613-000-000	Community Center Building		85.08	429.08	328.48	100.60
100-57620-000-000	Parks Outlay		3,000.00	19,500.00	0	19,500.00
100-57621-000-000	parks-summer music program		100.00	100	0	100.00
100-57622-000-000	Boat Launch repairs		0.00	0	0	0.00
100-57723-000-000	Economic Dev Committee	x	8,051.74	7,926.74	1274.24	6,652.50
100-57724-000-000	Sidewalks		0.00	30000	0	30,000.00
100-57725-000-000	Barron County Economic dev.		0.00	3,500.00	3,500.00	0.00
			863,564.64	1,663,694.93	811,730.82	871,436.81

Furnace & Air conditioning replacement schedule:

Location	year of installation	Estimated replacement date	Estimated cost
City Hall	1998	2024	furnace \$3,000 to \$3,500 each (2) air \$3,200 to \$4,000 each (2)
Police	2009	2034	furnace \$3,500 Air \$3,200
Court room	1991	2020 - 2021	furnace \$2,700 Air \$2,500
Library	2009	2034	furnace \$2,900- \$3,200 each (2) Air \$2,700- \$3,700 each (2)
Community Center	1991	2019-2020	furnace \$3,600 each (2) Air \$3,600 each (2)

SCOPE OF WORK

Currently Center has two 80% efficient 140,000 BTU Furnaces. Furnace Serial number reflects that furnace was manufactured in December of 1991. Furnaces appear in ok condition. Furnace life expectancy is 25-30 years. It would be in best interest to budget for replacement in next couple years.

Today's standard furnaces are 96% efficient. You will save approximately 32% in gas each year compared to existing furnaces.

Central Air Conditioning, Two 11 Seer Trane four ton units manufactured in 2004. These have lifetime of 25-30 years. Refrigerant has been discontinued and will have to be replaced with a drop in refrigerant if any leaks occur.

Air Conditioners appear in good condition.

Today's standard is 13 Seer efficiency. This is an electrical usage rating, by upgrading to a 13 Seer you will save approximately 30% electrical consumption per year vrs previous year.

FEE SUMMARY

Description	Unit Price	Quantity	Amount
96% Goodman 120,000 BTU Furnace Replacement / Installation	3568.71	2.00	7137.42
13 Seer Goodman 4 Ton Central Air Conditioning System Replacement/ Installation	3617.89	2.00	7235.78
Total Amount			14373.20

CUSTOMER SIGNATURE

CHETEK INDUSTRIAL PARKS



\$20,000 AC *

- Exceptional location
- Only two sites remaining in North Industrial Park
- 4.80 AC and 13.70 AC Available at the North Park
- 2.4 to 56.93 AC available at the South Park
- South Park ready for development. Rail available

1522 Dallas Street / North Industrial Park / 4.80 AC / \$96,000

Plat 15-4 Hochmayer Drive / North Industrial Park / 13.70 AC \$274,000

75 Highway Blvd S / South Industrial Park / 2.40 to 56.93 AC. Sites starting at \$48,000.

Special credits for job creation and assessed value of building.

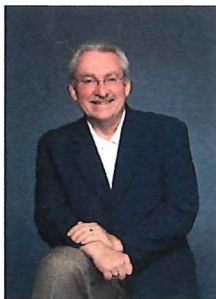
Note: Asking price for industrial parcels are \$20,000 per acre. The City of Chetek is offering credits off that price for employment and building capital improvements. See listing agent for details.

Utilities:

- Electricity - Xcel Energy
- Gas - WE Energies
- Water/Sewer - Municipal
- Storm Sewer - yes
- Fiber optics - yes

Industrial Park #1 is off County Road "D" on the north end of Chetek. There are approximately 18.50 acres available

Industrial Park #2 in on south side of Chetek off County Road SS. There are approximately 56.93 acres.



Charles Feather



Kevin Feather

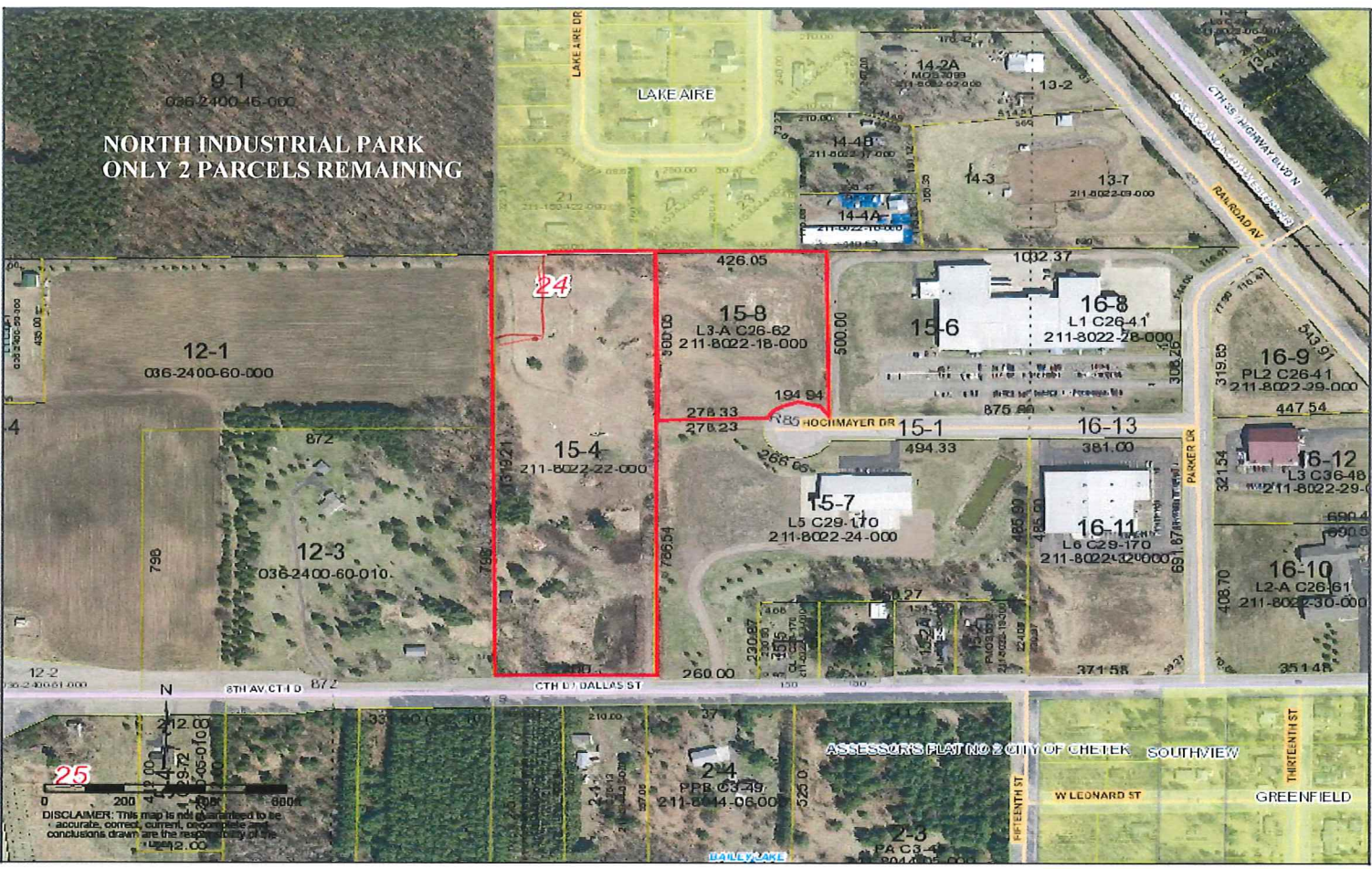


Feather Real Estate Group

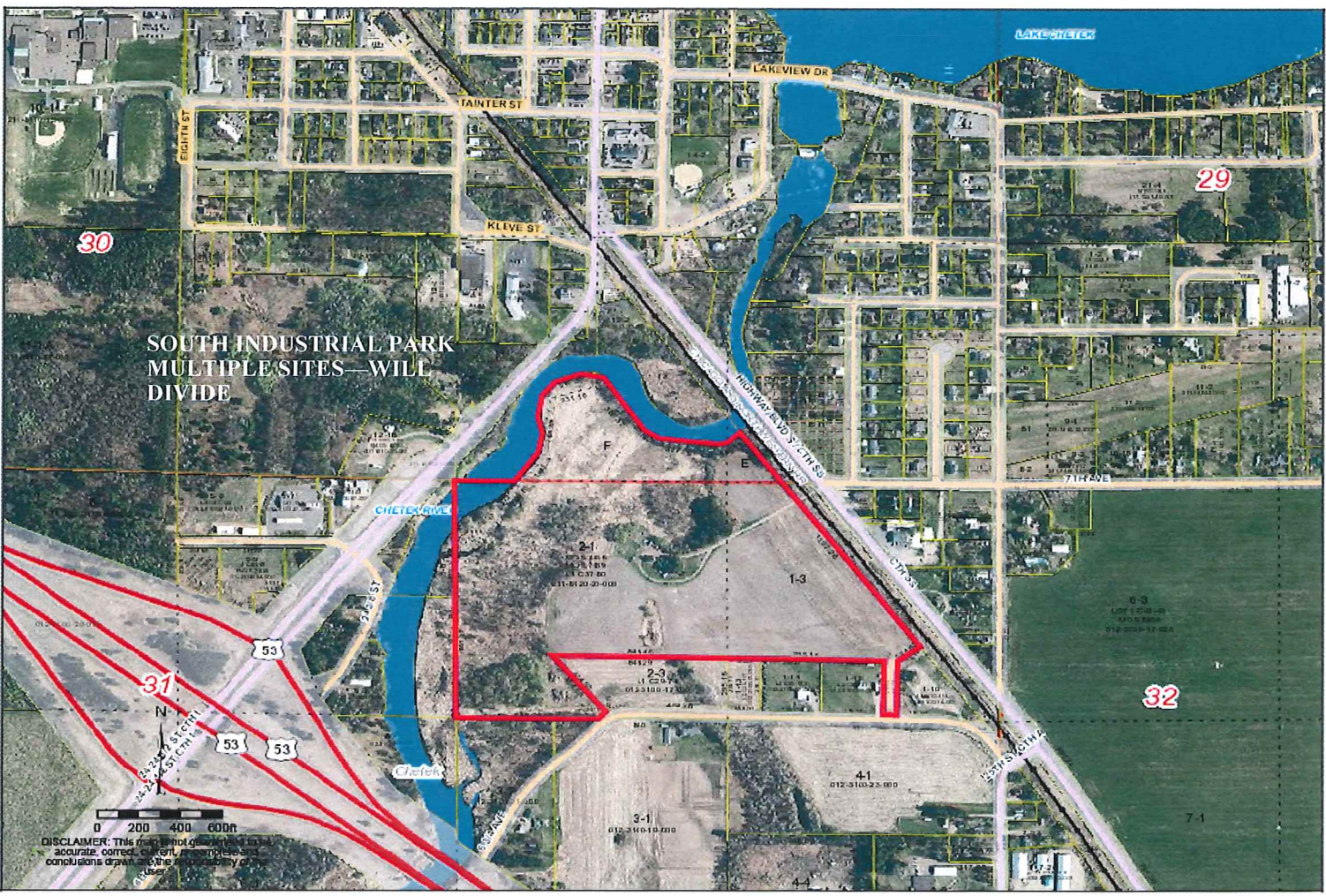
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 Kevin@FeatherRealEstateGroup.com
 www.FeatherRealEstateGroup.com

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**NORTH INDUSTRIAL PARK
ONLY 2 PARCELS REMAINING**



**SOUTH INDUSTRIAL PARK
MULTIPLE SITES—WILL
DIVIDE**



Alt. Parcel #:

CITY OF CHETEK
BARRON COUNTY,
WISCONSIN

Owner and Mailing Address:

CITY OF CHETEK
PO BOX 194
CHETEK WI 54728

Co-Owner(s):

Physical Property Address(es):

Information Not Available

Districts:

Dist#	Description
1080	SCHL-CHETEK-WEYERHAEUSER
1700	TECH COLLEGE

Parcel History:

Date	Doc #	Vol/Page	Type
05/01/2006	721839	2019/331	QCD
04/11/2006	721200	2017/45	QCD
03/13/2002	654038	963/773	TDI
10/18/2000	634063	883/360	TDI

more...

Abbreviated Description: **Acres:** 4.800

PLAT 15-8 PRT OF SW-SE SHOWN AS LOT 3-A
CSM 26/62 #3727 UNPLATTED CITY OF CHETEK

Plat	Tract (S-T-R 40¼ 160¼ GL)	Block/Condo Bldg
* 1058-UNPLATTED 24-33-11	24-33N-11W SW SE	

2019 Valuations:

Values Last Changed on
05/15/1998

Class and Description	Acres	Land	Improvement	Total
X4-OTHER	4.800	0.00	0.00	0.00

Totals for 2019

General Property	0	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00

Totals for 2018

General Property	0.000	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00

2019 Taxes

Taxes have not yet been calculated.

Key

* -
Primary

Alt. Parcel #:

CITY OF CHETEK
BARRON COUNTY,
WISCONSIN

Owner and Mailing Address: CITY OF CHETEK PO BOX 194 CHETEK WI 54728		Co-Owner(s):	
Districts:		Physical Property Address(es): * 1522 DALLAS ST	
Dist#	Description	Parcel History:	
1080	SCHL-CHETEK-WEYERHAEUSER	Date	Doc #
0004	CITY CHETEK TID #2	06/02/2006	723126
1700	TECH COLLEGE		2024/352
Abbreviated Description: PLAT 15-4 THE W 400 FT OF SW-SE UNPLATTED			657/89
Acres: 13.700			

Plat	Tract (S-T-R 40¼ 160¼ GL)	Block/Condo Bldg
* N/A-NOT AVAILABLE	24-33N-11W SW SE	

2018 Valuations: Values Last Changed on 05/02/2007

Class and Description	Acres	Land	Improvement	Total
X4-OTHER	13.700	0.00	0.00	0.00
Totals for 2018				
General Property	0	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00
Totals for 2017				
General Property	0.000	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00

2018 Taxes	Bill #	Fair Market Value:	Assessment Ratio:
	0	0.00	0.8852

	Amt Due	Amt Paid	Balance	Installments	
				End Date	Total
Net Tax	0.00	0.00	0.00	1	0.00
Special Assessments	0.00	0.00	0.00	2	0.00
Special Charges	0.00	0.00	0.00		
Delinquent Charges	0.00	0.00	0.00		
Private Forest Crop	0.00	0.00	0.00		
Woodland Tax	0.00	0.00	0.00		
Managed Forest Land	0.00	0.00	0.00		
Prop Tax Interest		0.00	0.00		
Spec Tax Interest		0.00	0.00		
Prop Tax Penalty		0.00	0.00		
Spec Tax Penalty		0.00	0.00		
Other Charges	0.00	0.00	0.00		
TOTAL	0.00	0.00	0.00		

Interest Calculated For 05/30/2019

Net Mill Rate	0.025869739
Gross Tax	0.00
School Credit	0.00
Total	0.00
First Dollar Credit	0.00
Lottery Credit	0 Claims 0.00
Net Tax	0.00

Key

* -
Primary

Alt. Parcel #:

CITY OF CHETEK
BARRON COUNTY,
WISCONSIN

Owner and Mailing Address: CITY OF CHETEK PO BOX 194 CHETEK WI 54728		Co-Owner(s):	
Districts:		Physical Property Address(es): * 75 HIGHWAY BLVD S	
Dist#	Description	Parcel History:	
1080	SCHL-CHETEK-WEYERHAEUSER	Date	Doc #
1700	TECH COLLEGE		
Abbreviated Description: PLATS 1-3 & 2-1 PRT N 1/2 NE (SEC 31) & ALL LOTS E & F FARMINGTON ADDITION (SEC 30) SHOWN AS LOT 1 CSM 37/80 #54... <i>more...</i>		Vol/Page	Type
Acres: 56.930		02/27/2006	719656 / WD
		09/10/1999	620283 848/540 QCD
		09/03/1999	620037 848/82 WD
		07/14/1997	590844 769/401 JUDG
		<i>more...</i>	

Plat	Tract (S-T-R 40¼ 160¼ GL)	Block/Condo Bldg
* N/A-NOT AVAILABLE	30-33N-10W SE SE	
N/A-NOT AVAILABLE	30-33N-10W SW SE	
N/A-NOT AVAILABLE	31-33N-10W NE NE	
N/A-NOT AVAILABLE	31-33N-10W NW NE	
<i>more...</i>		

2018 Valuations: Values Last Changed on 11/04/2008

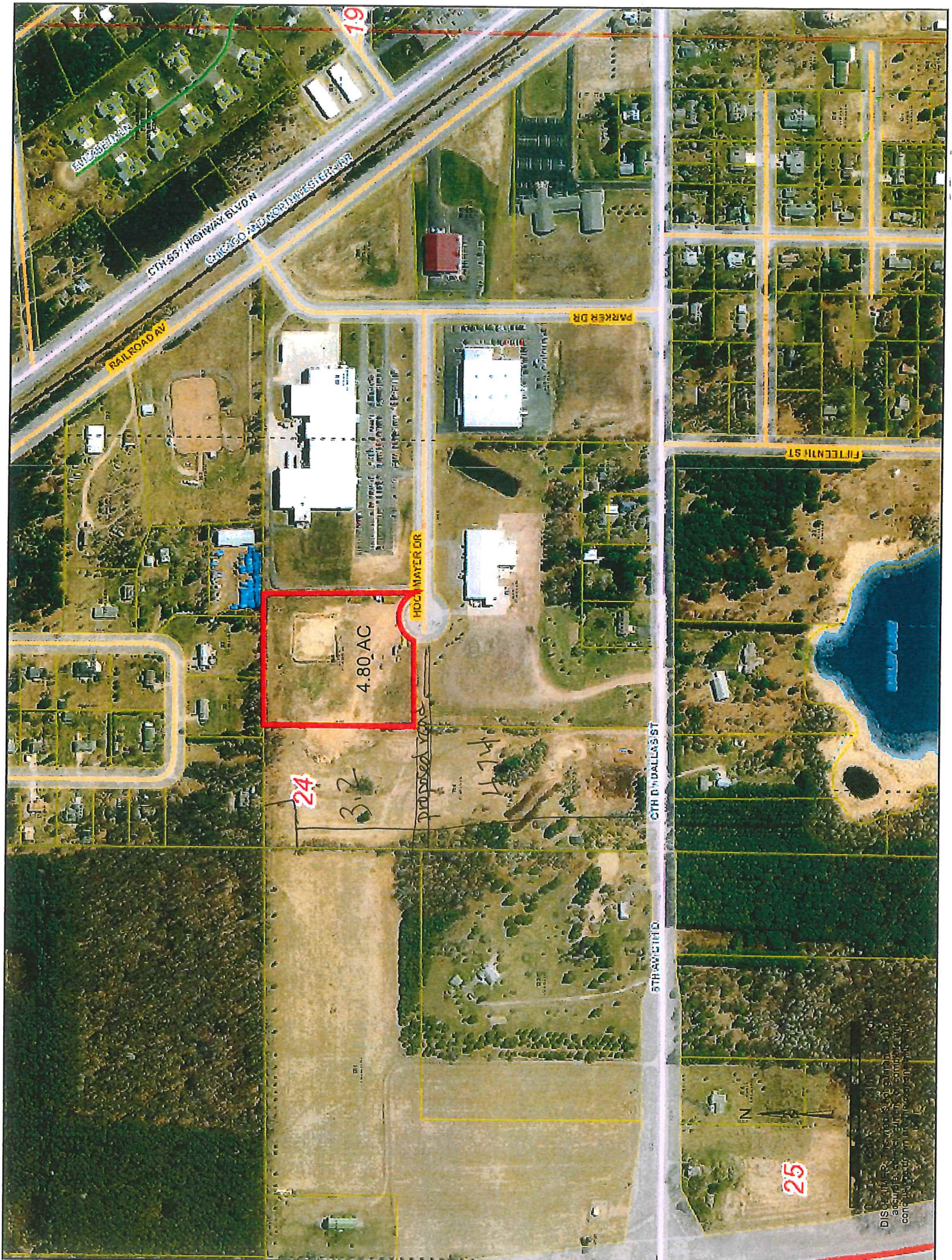
Class and Description	Acres	Land	Improvement	Total
X4-OTHER	56.930	0.00	0.00	0.00
Totals for 2018				
General Property	0	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00
Totals for 2017				
General Property	0.000	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00

2018 Taxes	Bill #	Fair Market Value:	Assessment Ratio:
	0	0.00	0.8852

	Amt Due	Amt Paid	Balance	Installments	
Net Tax	0.00	0.00	0.00	End Date	Total
Special Assessments	0.00	0.00	0.00	1	01/31/2019
Special Charges	0.00	0.00	0.00	2	07/31/2019
Delinquent Charges	0.00	0.00	0.00		
Private Forest Crop	0.00	0.00	0.00	Net Mill Rate 0.025869739	
Woodland Tax	0.00	0.00	0.00	Gross Tax 0.00	
Managed Forest Land	0.00	0.00	0.00	School Credit 0.00	
Prop Tax Interest		0.00	0.00	Total 0.00	
Spec Tax Interest		0.00	0.00	First Dollar Credit 0.00	
Prop Tax Penalty		0.00	0.00	Lottery Credit 0 Claims 0.00	
Spec Tax Penalty		0.00	0.00	Net Tax 0.00	
Other Charges	0.00	0.00	0.00		
TOTAL	0.00	0.00	0.00		
<i>Interest Calculated For 05/30/2019</i>					

Key

* -
Primary



19

RAILROAD AV

CTH 557 HIGHWAY BLVD N
CHICAGO AND NORTHWESTERN

PARKER DR

FILTEENTH ST

HOGWAYER DR

4.80 AC

24

3.2

PROPOSED VANS

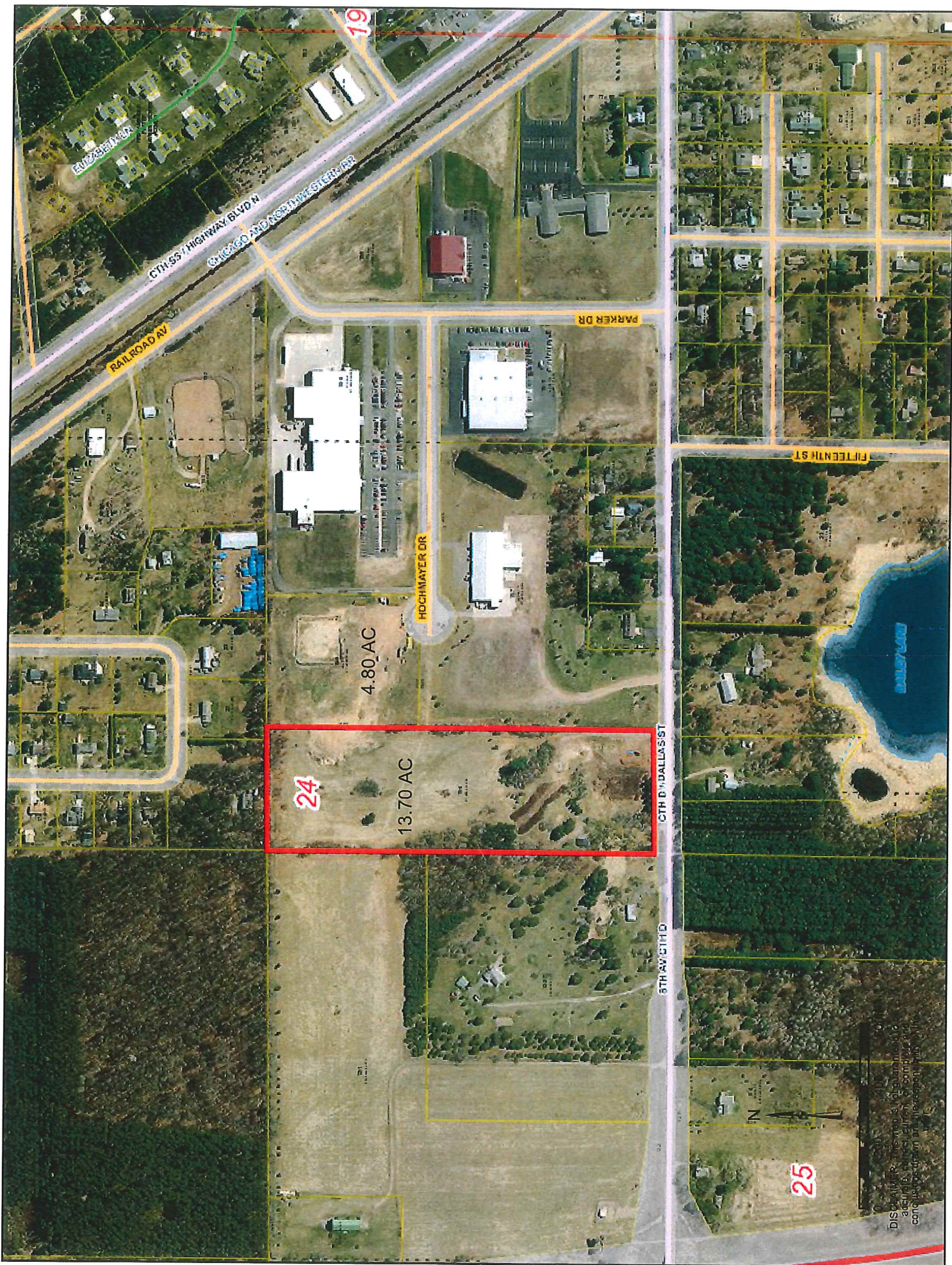
474

CTH D DALLAS ST

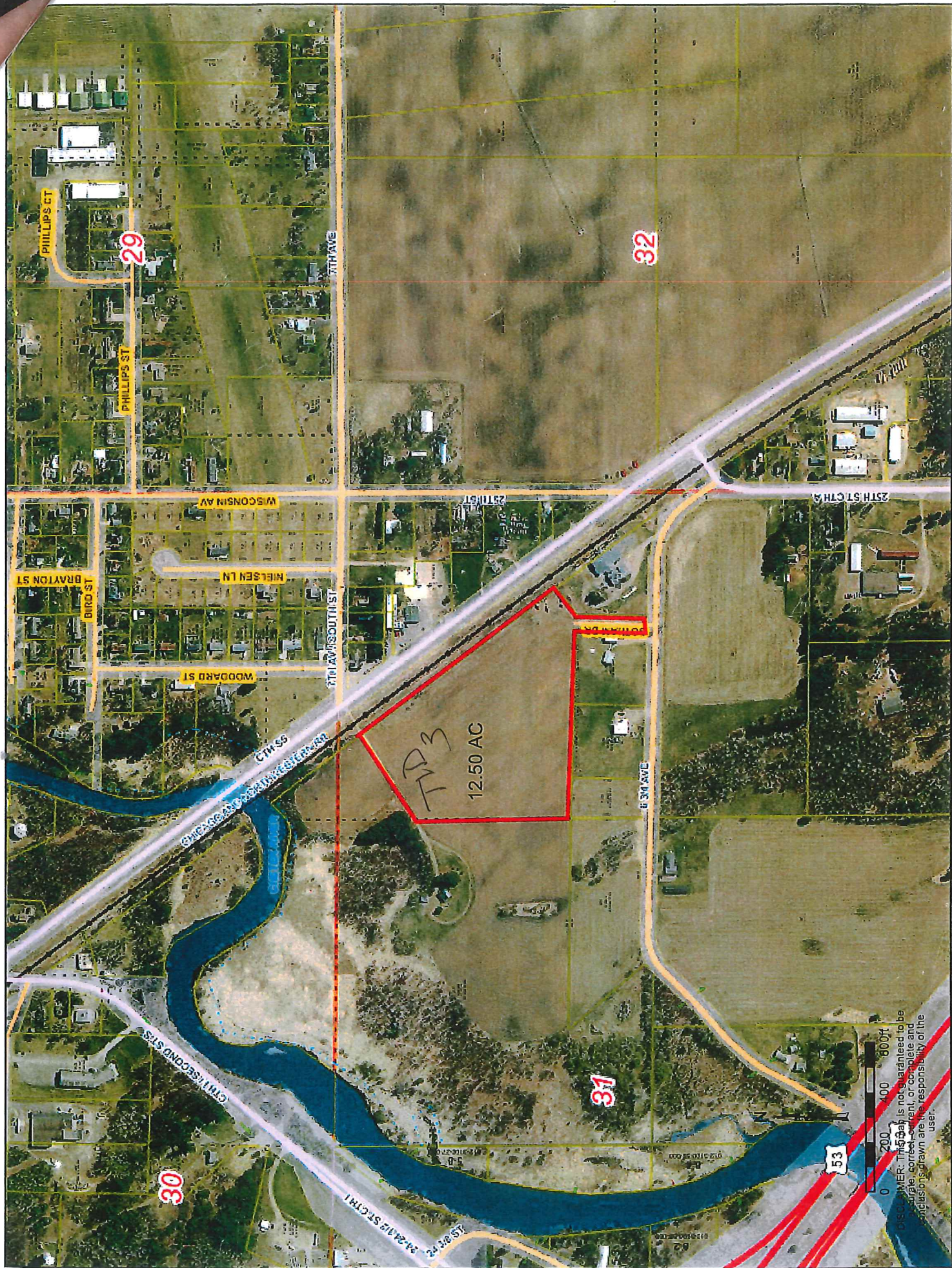
5TH AV CT INC

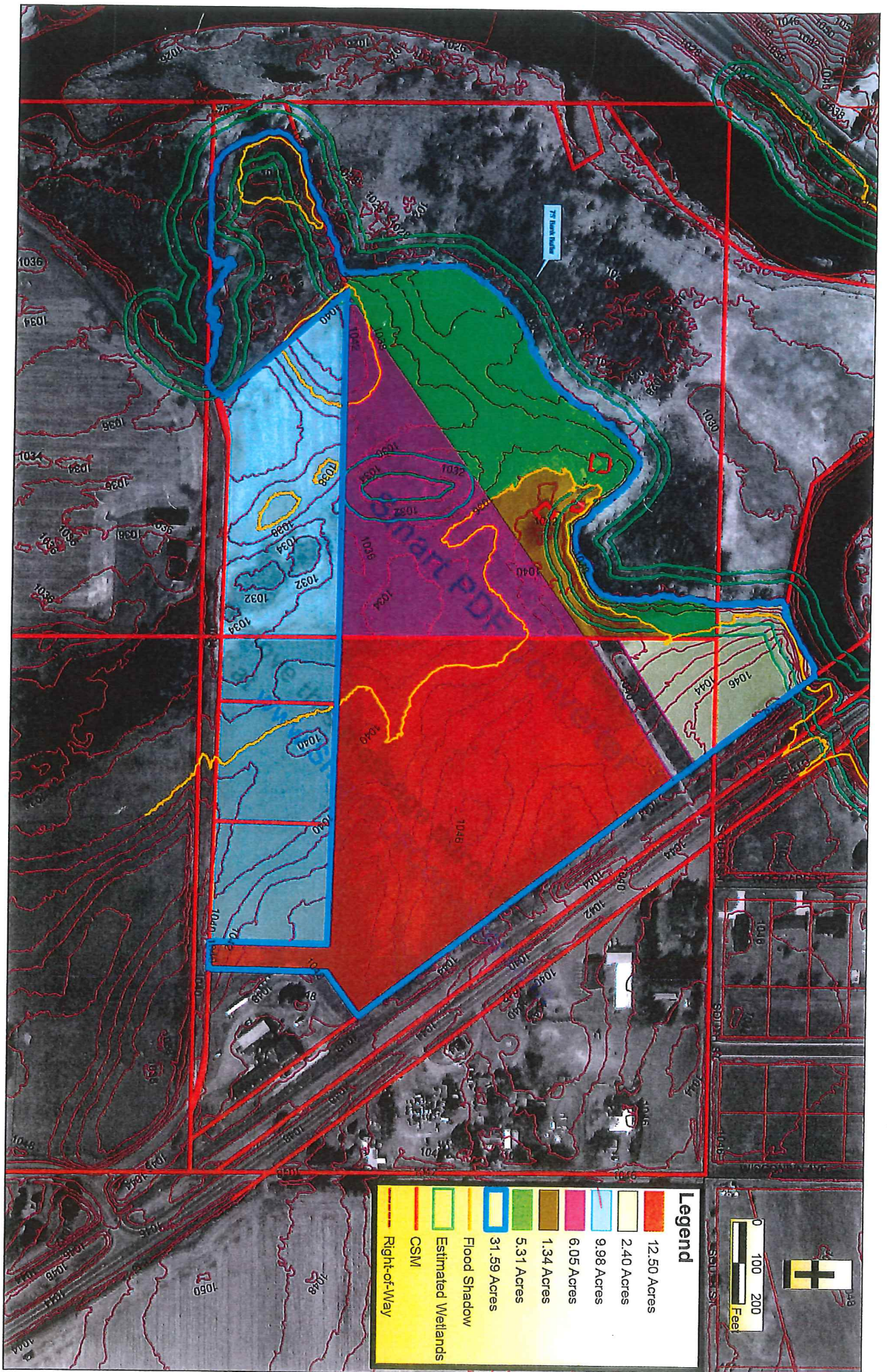
25

DISCLAIMER: This map is for informational purposes only. It is not intended to be used as a legal document. All information is subject to change without notice.



DISCLAIMER: This map is not intended to be used as a substitute for a professional survey. The information is provided for informational purposes only. The user should consult a professional surveyor for any specific information.





Color	Description	Area
Red	Right-of-Way	12.50 Acres
Blue	Flood Shadow	2.40 Acres
Green	Estimated Wetlands	9.98 Acres
Yellow	CSM	6.05 Acres
Light Blue	Right-of-Way	1.34 Acres
Light Green	Estimated Wetlands	5.31 Acres
Light Yellow	CSM	31.59 Acres

Legend

0 100 200 Feet

North Arrow

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

- 1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**
- 2 ■ **PROPERTY DESCRIPTION:** Street address is: 1522 Dallas St / Hochmayer Dr / 75 Hwy Blvd S
- 3 in Section 30-33N-10W-SE SE in the City of Chetek, County of Barron,
- 4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.
- 5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
- 6 the following items: Vacant Land Only
- 7 _____
- 8 ■ **NOT INCLUDED IN LIST PRICE:** N/A
- 9 _____
- 10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
- 11 **lessor. (See lines 239-244).**
- 12 ■ **LIST PRICE:** _____ Dollars (See line 313).
- 13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
- 14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
- 15 agreements or conservation easements, (county, state or federal): N/A
- 16 _____
- 17 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) **STRIKE ONE**
- 18 has been assessed as agricultural property under use value law.
- 19 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
- 20 _____
- 21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
- 22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
- 23 _____
- 24 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.
- 25 ■ **ZONING:** Seller represents that the property is zoned: Industrial
- 26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
- 27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity _____
- 28 _____; gas _____; municipal sewer _____;
- 29 municipal water _____; telephone _____;
- 30 cable _____; other _____
- 31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
- 32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
- 33 of this Listing. The marketing may include: Sale Sign, MLS, LoopNet, CoStar, CREXI, Print
- 34 _____ . The Firm and its agents may advertise the following
- 35 special financing and incentives offered by Seller: _____
- 36 _____ . Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
- 37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
- 38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.
- 39 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**
- 40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
- 41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
- 42 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.
- 43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
- 44 The following other buyers _____
- 45 _____ are excluded from this Listing until _____
- 46 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
- 47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.
- 48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: 2.4%
- 49 _____ . (Exceptions if any): _____
- 50 **COMMISSION** The Firm's commission shall be 6.0%
- 51 _____
- 52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
 58 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer
 59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
 60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
 62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
 63 divorce judgment.

64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
 65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 67 • Under 1) or 2) the total consideration between the parties in the transaction.
- 68 • Under 3) or 4) the list price if the entire Property is involved.
- 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
 70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
 71 which there was an effective change in ownership or control.
- 72 • Under 5) the total offered purchase price.

73 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining**
 74 **Property.**

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
 76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
 77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
 78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
 81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
 82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
 83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 **DISCLOSURE TO CLIENTS**

85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 86 certain duties to all parties to a transaction:

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 97 advantages and disadvantages of the proposals.

98 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
 99 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 101 your transaction, unless you release the firm from this duty.
 - 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
 103 Facts.
 - 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 105 that are within the scope of the agency agreement.
 - 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 109 advice is contrary to your interests.
- 110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 111 relationship"), different duties may apply.

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 115 through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 128 services to more than one client in the transaction.

129

CHECK ONLY ONE OF THE THREE BELOW:

130 The same firm may represent me and the other party as long as the same agent is not representing us
 131 both. (multiple representation relationship with designated agency)

132 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 133 more different agents are involved. (multiple representation relationship without designated agency)

134 The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 137 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 138 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 139 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 140 **you should ask your firm before signing the agency agreement.**

141

SUBAGENCY

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
 144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 147 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 148 **advisor, or home inspector.**

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 152 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 153 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 154 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 155 is no longer providing brokerage services to you.

156 The following information is required to be disclosed by law:

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** _____

164

165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

166

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

173

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.

203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 206 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 207 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
- 229 2) Significantly reducing the structural integrity of improvements to real estate; or
- 230 3) Presenting a significant health risk to occupants of the Property.

231 b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 232 under a contract or agreement made concerning the transaction.

233 ■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 234 event occurred and by counting subsequent calendar days.

235 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 236 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 237 replaced would significantly shorten or adversely affect the expected normal life of the premises.

238 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

239 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as
 240 to be treated as part of the real estate, including, without limitation, physically attached items not easily removable
 241 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,
 242 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings
 243 on permanent foundations and docks/piers on permanent foundations.

244 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

245 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 246 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 247 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
 248 affects or would affect the party's decision about the terms of such a contract or agreement.

249 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
 250 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
 251 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
 252 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
 253 whole or in part whether created before or after expiration of this Listing.

254 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

255 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 256 this Listing:

- 257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term
 258 of this Listing;
- 259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 260 terms upon which the buyer might acquire an interest in the Property; or
- 261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 266 individuals in the Listing; or,
 267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
 268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 271 lines 191-195.

272 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 274 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

276 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.
 279 REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated
 280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances
 281 made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to
 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment
 283 to the Firm shall not terminate this Listing.

284 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
 285 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal
 286 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

287 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
 288 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 289 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
292 lines 293-312.

293 (1) **Personal Delivery**: giving the document or written notice personally to the party, or the party's recipient for delivery if
294 named at line 295 or 296.

295 Seller's recipient for delivery (optional): _____

296 Firm's recipient for delivery (optional): **Charles Feather**

297 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:

298 Seller: (**715**) _____ Firm: (_____) _____

299 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or
301 296, for delivery to the party's delivery address at line 305 or 306.

302 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line
304 305 or 306.

305 Delivery address for Seller: **Carmen Newman, 220 Stout Street, Chetek, WI 54728**

306 Delivery address for Firm: **Charles Feather, 121 Second Street, Chetek, WI 54728**

307 (5) **E-Mail**: electronically transmitting the document or written notice to the party's e-mail address, if given below at
308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used
309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
310 consented electronically as required by federal law.

311 E-Mail address for Seller: **cnewman@cityofchetek-wi-gov**

312 E-Mail address for Firm: **charles@featherrealestategroup.com**

313 **ADDITIONAL PROVISIONS**

314 **1522 Dallas Street / North Industrial Park / 4.80 AC / \$96,000**

315 **Plat 15-4 Hochmayer Drive / North Industrial Park / 13.70 AC \$274,000**

316 **75 Highway Blvd S / South Industrial Park / 2.40 to 56.93 AC / Starting at \$48,000**

317 **Special credits for job creation and assessed value of building.**

318 **ADDENDA** The attached addenda _____

319 _____ is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the 30th day of May, 2019, up

321 to the earlier of midnight of the 31st day of December, 2020, or the conveyance

322 of the entire Property.

323 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
324 **THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
325 **INCORPORATED INTO THE LISTING.**

326 (x) _____
327 **Seller's Signature** ▲ **Print Name** } **Date** ▲

328 (x) _____
329 **Seller's Signature** ▲ **Print Name** } **Date** ▲

330 (x) _____
331 **Seller's Signature** ▲ **Print Name** } **Date** ▲

332 (x) _____
333 **Seller's Signature** ▲ **Print Name** } **Date** ▲

334 _____
335 **Seller Entity Name (if any) Print Name** ▲

336 (x) _____
337 **Authorized Signature** ▲ **Date** ▲
338 **Print Name & Title** }

339 **Feather Real Estate Group**
340 **Firm Name** ▲

341 (x) _____ **05/30/2019**
342 **Agent's Signature** ▲ **Print Name** } **Charles Feather** **Date** ▲

Document Number

2019-14

RESOLUTION DISCONTINUING PUBLIC WAY AND/OR UNPAVED ALLEY IN THE CITY OF CHETEK

RETURN TO :
Ruder Ware, L.L.S.C.
Attn: Randi L. Osberg
P.O. Box 187
Eau Claire, WI 54702-0187

Parcel Identification Number _____

WHEREAS, the City Council for the City of Chetek declares that the public interest requires that the following-described public way and/or unpaved alley should be discontinued and vacated, to wit:

Commencing at the southwest corner of Lot 10 of Fairview Addition to the City of Chetek, Barron County, Wisconsin, all in the NW ¼ of the NE ¼ of Section 30, Township 33 North, Range 10 West, thence south 16.5 feet to the northwest corner of Lot 9 of Fairview Addition to the City of Chetek , thence about 198 feet east along the northerly line of said Lot 9 to the high water mark of Lake Chetek, thence north along the high water mark of Lake Chetek to the southeast corner of said lot 10, thence west along the south line of said Lot 10, 195 feet more or less, to the point of beginning.

Lying between Parcel Nos. 211-1309-15-000 and 211-1309-18-000.

WHEREAS, this Resolution was introduced before the City Council of the City of Chetek on July _____, 2019, Notice of Pendency of Application to Vacate the above-described property was filed with the Register of Deeds for Barron County, Wisconsin, on July _____, 2019; Notice of Hearing was published in the *Chetek Alert* for three consecutive weeks with the last week being one week prior to the Hearing, a copy of said Notice was served more than thirty (30) days prior to the hearing in the manner prescribed by law on the owners of all of the frontage of the lots and lands abutting upon the portion of said way or alley to be vacated and discontinued; and a public hearing was held before the City Council of the City of Chetek on September _____, 2019, at _____ o'clock p.m.; and

WHEREAS, no sufficient written objection to the discontinuance or vacation has been filed with the Clerk;

NOW, THEREFORE, in accordance with the authority vested in the City of Chetek by Section 66.1003(4)(a), Wis. Stats., and or otherwise provided for by law,

BE IT RESOLVED by the City Council of the City of Chetek that the alley described above be and is hereby vacated and discontinued since the public interest requires it.

The above and foregoing Resolution was duly adopted by the City Council of the City of Chetek at its meeting held on September _____, 2019.

CITY OF CHETEK

By: _____
Rev. Jeffrey Martin, Mayor

Attest:

Carmen Newman, City Clerk/Treasurer

Vote: Ayes: _____
Noes: _____

I certify that on the _____ day of September, 2019, the above Resolution Discontinuing Public Way and/or Unpaved Alley in the City of Chetek was adopted by a vote of _____ ayes and _____ noes by the City Council of the City of Chetek, Barron County, Wisconsin.

Carmen Newman, City Clerk/Treasurer

This Instrument was drafted by: Randi L. Osberg
Ruder Ware, L.L.S.C., 402 Graham Avenue, Eau Claire, WI 54702



Carmen Newman <cnewman@cityofchetek-wi.gov>

Resolution Discontinuing Public Way and/or Unpaved Alley

Nicole L. Zeman <nzeman@ruderware.com>
To: Carmen Newman <cnewman@cityofchetek-wi.gov>

Mon, Jul 1, 2019 at 2:34 PM

Good afternoon Carmen,

That sounds good. Please let me know once the council meeting has occurred. Here is the general timeline moving forward with the discontinuance:

1. The Resolution is introduced at the council meeting.
2. After the Resolution has been introduced, there must be a public hearing. The hearing cannot be less than 40 days after the date of introduction of the Resolution. So the next step after the meeting will be to pick a hearing date that satisfies the necessary timeline.
3. Once you have a hearing date set, please let me know because there must be a Class 3 notice that is published for the three weeks leading up to the hearing. Additionally, we will have to provide notice to the land owners of the lots abutting the unpaved alley.

Please let me know if you have any questions. Once you provide me with a hearing date, we will move forward with the notices and such.

[Quoted text hidden]

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

Law Enforcement Employee Relations Division • Supervisory Officers Relations Division • Civilian Employees Relations Division

Scanned to P.D.

June 25, 2019

CERTIFIED MAIL

City Clerk
City of Chetek
PO Box 194
Chetek, WI 54728

Re: Opening of Contract Negotiations – Chetek Professional Police Association

Dear Clerk:

Pursuant to Wisconsin Statutes, Section 111.77(1)(a), the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association, for and on behalf of its affiliate local, wishes to commence bargaining for a successor agreement.

Sincerely,



Jeryl Vonderheid
Business Agent

cc: Travis Hakes, Local President

RESOLUTION NO. 2019-15

WHEREAS, a donation in the amount of \$4,000 from an anonymous donor was received and a donation in the amount of \$2,000 was received from the "Remembering Natalie" community fund was received.

WHEREAS, the donations are designated to be used at the Main Street park;

WHEREAS, revenues from the aforementioned receipts need to be appropriated to the parks fund;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Chetek that the City Clerk/Treasurer be authorized to adjust the **2019 budget** with the aforementioned funds to the following accounts:

\$ 6,000	810-48120	Parks - donations
	810-57621	Parks expenditures

CITY OF CHETEK

By: _____
Jeff Martin, Mayor

Attest: _____
Carmen Newman, Clerk/Treasurer

Passed: July 9, 2019